

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CAIR FOUNDATION, INC., d/b/a
COUNCIL ON AMERICAN-ISLAMIC
RELATIONS, & CAIR,

Plaintiff,

v.

LORI SAROYA,

Defendant.

Civil No.: 0:21-cv-01267 (SRN/TNL)

**JOINT MOTION REGARDING
CONTINUED SEALING ON
DEFENDANT LORI SAROYA'S
MOTION FOR AN ORDER
COMPELLING PLAINTIFF TO
ANSWER INTERROGATORIES**

Documents have been filed under temporary seal in connection with the following motion:

**DEFENDANT LORI SAROYA'S MOTION FOR AN ORDER
COMPELLING PLAINTIFF TO ANSWER INTERROGATORIES
[ECF 51].**

Pursuant to LR 5.6, the parties submit this Joint Motion Regarding Continued Sealing.

| Docket No. | Description of Document | Relevant Page Numbers | Mark "X" in Applicable Column | | | Nonparty that Designated Doc. Confidential (If Any) | Reason Why Document Should Remain Sealed or Be Unsealed |
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| | | | Parties Agree Doc. Should Remain Sealed | Parties Agree Doc. Should Be Unsealed | Parties Disagree | | |
| 54 | Unredacted Defendant Lori Saroya's Memorandum of Law in Support of Her Motion for an Order Compelling Plaintiff to Answer Interrogatories | 4-5 | | | X | N/A | CAIR's position: This document should remain sealed. Saroya executed a Confidentiality Agreement with CAIR whereby she agreed not to disclose CAIR's Confidential Information, including information related to CAIR's proprietary business plans, finances, fundraising, and information regarding CAIR's internal processes, to third parties. See Saroya's Agreement, Exhibit B to CAIR's Complaint (Dkt. #1). After her employment with CAIR terminated, Saroya misappropriated CAIR's Confidential Information by, <i>inter alia</i> , |

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| | | | | | | | <p>sending her entire CAIR email box to her home address. Saroya's Unredacted Memorandum discloses information and discusses documents that are subject to Saroya's Confidentiality Agreement, including internal proprietary business information that can be used to CAIR's competitive disadvantage if unsealed.</p> <p>Saroya's Position: The Protective Order dated October 7, 2021 [Dkt. #32] allows for filing certain "Confidential" information under seal. It provides that parties or non-parties may designate documents as "Confidential," if they "in good faith" contend that the document contains "confidential or proprietary information." (Protective Order § 2(a).) This is to be done "by</p> |
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| | | | | | | | <p>conspicuously marking each page with the word ‘Confidential.’” (<i>Id.</i> § 2(b).) Here, no party or non-party has designated any document at issue for the purpose of this motion as “Confidential,” rendering any continued sealing inappropriate. And the documents under seal do not meet the standard for a confidentiality designation. There is no basis to shield Saroya’s documents that she will use in her defense from public view,¹ nor has CAIR met its burden of demonstrating that it would suffer any kind of competitive disadvantage or other harm from disclosure of the information. (<i>See</i> Protective Order § 6(a) (“No document shall be filed under seal unless</p> |
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¹ Saroya denies CAIR’s allegations that she has breached any contractual or other obligation to CAIR.

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| | | | | | | | such document or information therein is genuinely confidential and/or there are compelling reasons to do so.”.) The nature of the information that is redacted is simply not the type of proprietary information that would lead to a competitive disadvantage if it were unsealed. |
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Dated: December 1, 2021

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